



# *County of Yuba*

## Community Development & Services Agency

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915 8<sup>th</sup> Street, Suite 123, Marysville, CA 95901

### Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

Web: <http://www.co.yuba.ca.us>

### PLANNING COMMISSION STAFF REPORT

- Hearing Date:** December 17, 2025
- Case Number:** DEVELOPMENT AGREEMENT: Fernwood Village (DVA-25-0003)
- Request:** A request by Habitat for Humanity Yuba-Sutter, a California Nonprofit Public Benefit Corporation, to enter into a Development Agreement with the County of Yuba to extend the map expiration date for the development known as Fernwood Village (LDIV-22-0014) for a term of 10 years.
- Location:** The project is located at 5871 Grove Ave. and 1708 Ash Way, to the east side of Grove Ave. and the west side of Fernwood Drive in the Linda Community.
- Applicant:** Habitat for Humanity Yuba-Sutter  
202 D Street  
Marysville, CA 95901
- Recommendation:** Adopt the attached resolution recommending that the Board of Supervisors approve the Development Agreement between the project ownership group and Yuba County.
- 

### **BACKGROUND:**

On August 27, 2024, in Agenda Item 473/2024, the Yuba County Board of Supervisors approved the closeout of Community Development Block Grant No. 20-CDBG-12055 for the County of Yuba Fernwood Park Residential Infill Project. Funding in the amount of \$260,000, awarded by the California Department of Housing and Community Development (HCD), was expended to support residential infill redevelopment in the community of Linda including paying pre-agreement costs such as design, mapping, plans/specs, engineering, NEPA, etc.

As part of the funding from the Community Development Block Grant No. 20-CDBG-12055, the Yuba County Planning Department processed a Tentative Subdivision Tract Map (LDIV-22-0014), which was applied for by Yuba County and Habitat for Humanity Yuba-Sutter. The

Tentative Subdivision Tract Map was approved by the Planning Commission on August 16, 2023 and by the Board of Supervisors on February 27, 2024, in Agenda Item 651/2023. The map is set to expire on February 27, 2027. The Tentative Subdivision Tract Map created 75 residential lots on a 10.24-acre property zoned Medium Density Residential “RM” on several properties located at 5871 Grove Ave. and 1708 Ash Way, to the east side of Grove Ave. and the west side of Fernwood Drive in the Linda Community at Assessor’s Parcel Numbers 021-210-043, 021-210-047, and 021-207-010.

Following the closeout of Community Development Block Grant No. 20-CDBG-12055, a request for proposals for the development of Fernwood Village was released on October 9, 2024. As a result of the request for proposals process, Habitat for Humanity Yuba-Sutter was awarded the project.

The project developer is now seeking to extend the map expiration date an additional ten (10) years with the approval of the proposed Development Agreement.

**DISCUSSION:**

In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development, the Legislature of the State of California adopted Section 65864 of the Government Code, authorizing local governments to enter into development agreements with applicants for development projects. The objective of such an agreement is to provide assurances that, upon approval of the project, the applicant may proceed with the project in accord with existing policies, rules, and regulations, subject to the conditions of approval, thus vesting certain development rights in the property.

Yuba County Ordinance Code Section 11.66.010 further states that a development agreement may be appropriate where one or more of the following circumstances exist:

- To facilitate development projects for which there is significant applicant contribution toward infrastructure, public facilities, open space or other amenities, or other programs of benefit to the County and its residents;
- To assure the applicant that upon approval of the subject project, the project may proceed in accordance with existing County policies, rules and regulations in place at the time of Development Agreement approval;
- To encourage private participation in comprehensive planning and provision of public facilities, including, but not limited to, streets, sewerage, transportation, potable water, schools and utilities; and
- To provide a net benefit to the County and its residents not otherwise obtainable through other processes.

The property ownership group has demonstrated that they have met the appropriateness of entering into a development agreement as listed above. In addition, Chapter 11.66 requires that a public hearing be held by both the Planning Commission and the Board of Supervisors prior to approval of a development agreement.

A draft of the proposed development agreement is provided in Attachment 2 for the Commission’s review (the final documents will be forwarded to the Board of Supervisors for action). It is important to note that the development agreement is still subject to modification until it is adopted

by the Board of Supervisors. As a part of the new development agreement, the developer and the County have agreed to the following main points that meet the circumstances in 11.66.010. The following is a summary of the provisions of the proposed agreements:

1. The agreements shall commence on the effective date of the adopting ordinance and shall continue in force for a period of ten (10) years from date of the adopted ordinance.
2. During the term of the agreements the Developer's rights shall be vested only as to the entitlements already approved.
3. No moratorium, quotas or other growth limitations will be imposed on the properties being vested by the agreements unless uniformly applied by the County for a health or safety issue.
4. Developer shall pay all instalments of property tax applicable to the Subject Property, prior to such instalments becoming delinquent, when due.
5. Developer shall complete improvements as part of LDIV-22-0014.
6. Developer shall cause thirty (30)-year affordable housing deed restrictions to be recorded against all resulting lots prior to the sale of any individual lot.
7. Developer shall pay an in-lieu fee of \$10,000 to the Yuba County Housing Department to cover the costs of administering the terms of this Agreement.

**ENVIRONMENTAL DETERMINATION:**

A Mitigated Negative Declaration and Mitigation Monitoring Plan was adopted by the Yuba County Board of Supervisors on February 27, 2024. This Agreement is consistent with the project evaluated in the Initial Study/Mitigated Negative Declaration and therefore no further environmental review is required.

**Attachments:**

1. Resolution
2. Draft Development Agreement
3. Site Map

Report Prepared By:

*Simren Khagura* \_\_\_\_\_

Simren Khagura  
Planner II

**BEFORE THE COUNTY OF YUBA  
PLANNING COMMISSION**

**RESOLUTION RECOMMENDING THAT )  
THE BOARD OF SUPERVISORS APPROVE )  
THE DEVELOPMENT AGREEMENT )  
BETWEEN HABITAT FOR HUMANITY )  
YUBA-SUTTER, A CALIFORNIA ) RESOLUTION NO.: \_\_\_\_\_  
NONPROFIT PUBLIC BENEFIT )  
CORPORATION, AND THE COUNTY OF )  
YUBA FOR THE DEVELOPMENT KNOWN )  
AS FERNWOOD VILLAGE )**

**WHEREAS**, Habitat for Humanity Yuba-Sutter, a California Nonprofit Public Benefit Corporation, has requested approval of a Development Agreement for the areas identified on ‘EXHIBIT A’, incorporated by reference, located within the community of Linda; and

**WHEREAS**, the Development Agreement is a request to secure development fees and rights to the residential subdivision known as Fernwood Village (LDIV-22-0014) for a ten-year period; and

**WHEREAS**, a Mitigated Negative Declaration and Mitigation Monitoring Plan was adopted by the Yuba County Board of Supervisors on February 27, 2024. This Agreement is consistent with the project evaluated in the Initial Study/Mitigated Negative Declaration and therefore no further environmental review is required; and

**WHEREAS**, the Community Development & Services Agency of the County of Yuba has provided due notice of a public hearing before this Commission for the consideration of the proposed project in accordance with Government Code Sections 65090 and 65091; and

**WHEREAS**, the documents and other materials constituting the administrative record of the proceedings upon which the Planning Commission’s decision is based are located at the Yuba County Government Center offices at 915 8<sup>th</sup> Street, Marysville, CA 95901, and that the custodian of the records is the Yuba County Housing Department.

**NOW, THEREFORE, BE IT RESOLVED**, after due deliberation, study, and public hearing the following circumstances exist:

1. The foregoing recitals are true and correct.

2. The Planning Commission finds that the Development Agreement will provide clear and substantial benefits to the County and its residents.
3. The Planning Commission finds that the Development Agreement complies with applicable policies and regulations set forth in the Zoning Ordinance, other County ordinances, the General Plan and any other applicable community or specific plan, and the Improvement Standards.
4. The Planning Commission finds that the Development Agreement complies with the requirements of California Government Code Sections 65864 et seq.
5. The Planning Commission finds that the Development Agreement will promote the public health, safety and welfare, and will not be detrimental to or cause adverse effects to the residents, property, or improvements in the vicinity of the subject project.
6. The Planning Commission finds that the Development Agreement will be compatible with the uses allowed in, and the regulations that apply to, the zone in which the subject property is located.
7. The Planning Commission finds that the Development Agreement will not cause adverse effects to the orderly development of property or the preservation of property values in the county.
8. The Planning Commission finds that the Development Agreement will further important countywide goals and policies that have been officially recognized by the Board of Supervisors.
9. The Planning Commission finds that the Development Agreement will provide the county with important, tangible benefits beyond those that may be required by the County through project conditions of approval.

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10. The Planning Commission recommends that the Yuba County Board of Supervisors approve the Development Agreement between Habitat for Humanity Yuba-Sutter, and the County.

**PASSED AND ADOPTED** at a meeting of the Planning Commission of the County of Yuba, State of California, on the 17<sup>th</sup> day of December 2025, by the following vote.

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
CHAIR  
Yuba County Planning Commission

ATTEST:  
Planning Commission Secretary

APPROVED AS TO FORM:  
County Counsel

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**Section 1.** This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

**Section 2.** The Development Agreement By and Between The County Of Yuba and Habitat for Humanity Yuba-Sutter relative to the development known as Fernwood Village Housing Project is attached hereto marked as **Attachment "A"** by this reference incorporated herein as though set forth herein in full.

**Section 3.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE COUNTY OF YUBA AND HABITAT FOR HUMANITY  
YUBA-SUTTER RELATIVE TO THE DEVELOPMENT KNOWN AS  
FERNWOOD VILLAGE HOUSING PROJECT**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chair of the Board of Supervisors  
County of Yuba, State of California

ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS

By: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
\_\_\_\_\_

**RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:**

Clerk of the Board  
County of Yuba  
915 8th St. Suite 109  
Marysville, CA 95901

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*Space above for Recorders Use Only*

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF YUBA AND  
HABITAT FOR HUMANITY YUBA-SUTTER. A CALIFORNIA  
NONPROFIT PUBLIC BENEFIT CORPORATION  
  
RELATIVE TO THE DEVELOPMENT KNOWN AS  
FERNWOOD VILLAGE**

This document, including exhibits, totals \_\_\_\_\_ pages.

**REFERENCE SHEET**

**Project:** Fernwood Village – LDIV-22-0014

**Developer:** Habitat for Humanity Yuba-Sutter, a California nonprofit public benefit corporation

**Developer’s Address for Purpose of Written Notice:**

202 D Street  
Marysville, CA 95901

**Landowner:**

County of Yuba

**Term:**

The Term of the Development Agreement, as provided for in Section 1.7 is ten (10) years, which begins (30) days after the Board of Supervisors enacts the Adopting Ordinance (noted below).

**Entitlements:**

As referred to in Recital 5 shall mean LDIV-22-0014 (previously approved).

**CEQA document:**

A Mitigated Negative Declaration and Mitigation Monitoring Plan was adopted by the Yuba County Board of Supervisors on February 27, 2024. This Agreement is consistent with the project evaluated in the Initial Study/Mitigated Negative Declaration and therefore no further environmental review is required.

**Adopting Ordinance:**

As referred to in Section 1.3 (a), shall mean Ordinance No. \_\_\_\_\_ enacted by the Board of Supervisors on \_\_\_\_\_, 20\_\_.

**Exhibits which are attached to this Development Agreement are as follows:**

- A. Legal Description of Subject Property
- B. Assumption Agreement
- C. Sample Notice of Termination

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THIS DEVELOPMENT AGREEMENT (“Agreement”) is made by and between the COUNTY OF YUBA, a political subdivision of the State of California (“County”), and Habitat for Humanity Yuba-Sutter, a California nonprofit public benefit corporation (“Developer”) pursuant to the authority of Article 2.5, Chapter 4, Division 1, Title 7 (§ 65864 et seq. of the Government Code) relating to Development Agreements.

## RECITALS

1. In order to strengthen the public land use planning process, to encourage private participation in the process, to reduce the economic risk of development and to reduce the waste of resources, the Legislature adopted the Development Agreement Law (Gov. Code, § 65864 et seq.)

2. The Development Agreement Law permits cities and counties to contract with private interests for their mutual benefit in a manner not otherwise available to the contracting parties. Such agreements, as authorized by the Development Agreement Law and by common law, assure property developers that they may proceed with their projects with the assurance that approvals granted by public agencies will not change during the period of development. Cities and counties are equally assured that costly infrastructure such as roads, sewers, fire protection facilities, etc., will be available in a timely manner.

3. The parties have, in good faith, negotiated the terms hereinafter set forth which carry out the legislative purpose set forth above and will assure the parties to this Agreement of mutually desirable development in a manner consistent with the CEQA document, the Entitlements, and this Agreement.

4. County owns in fee the Subject Property commonly referred to as Fernwood Park and more particularly described in **Exhibit A** hereto, located in the unincorporated area of Yuba County. County agrees to convey the Subject Property to Developer, subject to the terms and conditions of this Agreement.

5. County, in response to Developer’s application(s), after public hearings and extensive environmental analysis, has granted approval of the Entitlements, as set forth on the Reference Sheet.

6. In support of the various Entitlements described in paragraph 5 above, and in accordance with the California Environmental Quality Act (“CEQA”) and State and County guidelines, County has accepted and ratified a CEQA document, as set forth in the Reference Sheet.

7. Development of the Subject Property pursuant to the terms and conditions of the Entitlements, the General Plan and appropriate environmental determinations will provide for orderly growth and development consistent with the County’s General Plan and other development policies and programs.

8. The Planning Commission considered this Agreement, and recommended its adoption to the Board of Supervisors.

9. Having duly considered this Agreement and having held the noticed public hearings, County finds and declares that the provisions of this Agreement are consistent with the maps and text of the County's General Plan.

**NOW, THEREFORE**, the parties hereto agree as follows:

## ARTICLE 1

### GENERAL PROVISIONS

**Section 1.1. The Project.** The Project is defined as set forth on the Reference Sheet.

**Section 1.2. Subject Property.** The Subject Property is more specifically described in **Exhibit A**, which is incorporated herein and made part of this Agreement.

**Section 1.3. Definitions.** As used in the Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

(a) **Adopting Ordinance** means the ordinance which approves this Agreement as required by Government Code section 65867.5.

(b) **Applicable Laws** means the General Plan, Specific Plan (if applicable), County Laws, rules, ordinances, regulations, and official policies governing the processing of entitlements, the permitted uses of the Subject Property, the density or intensity of use, the rate and timing of development, design, improvements, reservation or dedication of land for public improvements, fees, exactions, construction and building setbacks, occupancy and specifications applicable to the Subject Property in effect on the Effective Date of this Agreement.

(c) **Assumption Agreement** means an agreement substantially conforming to the model assumption agreement described in **Exhibit B**, or other agreement in a form approved by the County Counsel, executed by a Landowner with the Developer, expressly assuming various obligations relating to the development of the Project, or portion thereof.

(d) **CEQA** means the California Environmental Quality Act section 21000 et seq., of the Public Resources Code of the State of California.

(e) **Completed Lots** shall mean any single-family residence, any other residential dwelling unit(s), or any non-residential building, and the lot or parcel upon which such residence or building is located, when it has been approved by the County for occupancy.

(f) **County** means the County Board of Supervisors for the County of Yuba, or its designee.

(g) **County Laws** means ordinances, resolutions, rules, regulations, policies, motions, directives, mitigation measures, conditions, standards, specifications, dedications, fees, taxes (including without limitation general, special and excise taxes), assessments, liens, other exactions and impositions, and any other actions having the force of law, that are enacted or adopted by County, or by its electorate through the initiative or referendum process.

(h) **Current Fees** means those County development impact fees in effect as of the Effective Date, which may be implemented in future years consistent with the resolutions or ordinances adopted prior to the Effective Date, as specified in Section 1.3(k) and any permitted adjustments and increases therein adopted as of the Effective Date, including but not limited to the County Public Facilities Fee as defined in the Yuba County Ordinance Code.

(i) **Developer** shall mean that person or entity that has applied for this Development Agreement as defined on the Reference Sheet.

(j) **Director** means the Community Development Director for the County, or his/her designee.

(k) **Effective Date** means the effective date of the Adopting Ordinance.

(l) **Entitlements** shall mean those approvals listed on the Reference Sheet of this Agreement, approved copies of which are on file with the Board of Supervisors.

(m) **General Plan** means the General Plan of the County, including the text and maps, as may have been amended in connection with the Project.

(n) **Landowner** is a party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement.

(o) **New Fees** means those fees adopted by the County after the Effective Date. New Fees shall not include permitted adjustments or increases in Current Fees (Section 1.3(h) above).

(p) **Planning Commission** shall mean the County's Planning Commission.

(q) **Reserved Powers** shall mean those powers explicitly reserved to the County by this Agreement.

(r) **Subject Property** means the property described in Section 1.2, or the remaining portions thereof after releases from the provisions of this Agreement have been executed as authorized by this Agreement.

**Section 1.4. Exhibits.** Exhibits to this Agreement are as follows:

- Exhibit A** Legal Description of Subject Property
- Exhibit B** Assumption Agreement
- Exhibit C** Sample Notice of Termination

**Section 1.5. Incorporation of Recitals.** Recitals 1 through 9 are incorporated herein, including all exhibits referred to in the Recitals. In the event of inconsistency between the Recitals and the provisions of Articles 1 through 5, the provisions of Articles 1 through 5 shall prevail.

**Section 1.6. Parties to Agreement.** The parties to this Agreement are:

(a) **The County of Yuba.** A political subdivision of the State of California exercising general governmental functions and powers. The principal office of the County is located at 915 8th Street, Marysville, California 95901.

(b) **Developer.** Habitat for Humanity Yuba-Sutter, a California Nonprofit Public Benefit Corporation, or other party conveyed the Subject Property under the terms of an executed Assumption Agreement as approved by the County.

(c) **Landowner.** From time to time, as provided in this Agreement, Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

**Section 1.7. Term of Agreement.** This Agreement shall commence upon the Effective Date of the Adopting Ordinance approving this Agreement and shall continue in force for the period shown on the Reference Sheet under "Term." Upon the expiration of the Term as provided for in this section, this Agreement shall automatically terminate and be of no further force and effect; provided however, such termination shall not affect the rights or duties arising from the entitlements for the Subject Property which were approved prior to, concurrently with, or subsequent to the approval of this Agreement.

**Section 1.8. Assignment and Assumption.**

(a) Developer shall have the right to sell, assign, or transfer this Agreement with all the rights, title and interests therein to any person, firm or corporation who qualifies as a Landowner at any time during the term of this Agreement.

(b) The conditions and covenants set forth in this Agreement and incorporated herein shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. Developer shall provide County with a copy of the Assumption Agreement. Express written assumption by such purchaser, assignee or transferee, to the satisfaction of the County Council, of the obligations and other terms and conditions of this Agreement with respect to the Subject Property or such portion thereof sold, assigned or transferred, shall relieve the Developer selling, assigning or transferring such interest of such obligations so expressly assumed. Any such assumption of Developer's obligations under this Agreement shall be deemed to be to the satisfaction of the County Council if executed in the form of the Assumption Agreement attached hereto as **Exhibit B** and incorporated herein by this reference, or such other form as shall be approved by the County Council.

(c) No assignment shall be valid until assignee has provided written evidence, in a form acceptable to County Council.

(d) No Assumption shall occur without the approval of the CDSA Director.

**Section 1.9. Covenants Running with the Land.** Each and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it. Provided however, notwithstanding anything to the contrary above, if any such sale, assignment or transfer relates to a completed residential unit or non-residential building which has been approved by the County for occupancy, this Agreement shall automatically terminate with respect to the Completed Lot. The termination of this Agreement for any Completed Lot shall not be construed to terminate or modify any assessment district or Mello-Roos community facilities district lien affecting such Completed Lot at the time of termination. Upon the request of a Developer, County shall execute such documents as are reasonably requested to remove this Agreement from the public records as it affects each Completed Lot. The County may charge a reasonable fee to process this request.

**Section 1.10. Amendment to Agreement (Developer and County).** This Agreement may be amended by mutual consent of the parties in writing, in accordance with the provisions of Government Code section 65868, provided that any amendment which relates to the term, permitted uses, density, intensity of use, height and size of proposed buildings, or provisions for reservation and dedication of land shall require a noticed public hearing before the parties may execute an amendment. Unless otherwise provided by law, all other amendments may be approved without a noticed public hearing.

Any amendment entered into between the County and the Developer shall require the signature of each owner of any portion of the Subject Property to the extent the amendment modifies this Agreement as to that other owner's property.

**Section 1.11. Amendment to Agreement (Landowner and County).** This Agreement may also be amended, subject to the provisions of Government Code section 65868, between a Landowner who has acquired a portion of the Subject Property from Developer and County as to the portions of the Subject Property then owned by Landowner.

Any amendment entered into between the County and a Landowner shall require the signature of each Landowner of any portion of the Subject Property or the Developer to the extent the amendment modifies the Agreement as to that Landowner's or the Developer's property.

**Section 1.12. Releases.** Developer, and any subsequent Landowner, shall be deemed released from all further obligations relating to the sold, assigned, or transferred property, upon the date that the Clerk of the Board receives a copy of the Assumption Agreement provided for in Section 1.8.

**Section 1.13. Notices.** Notices, demands, correspondence, and other communication to County and Developer shall be deemed given if dispatched by prepaid first-class mail to the principal offices of the parties as designated for the County in Section 1.6(a) and on the Reference Sheet for the Developer. Notice to the County shall be to the attention of both the County Administrator and the Director. Notices to subsequent Landowners shall be required to be given by the County only for those Landowners who have given the County written notice of their address for such notices. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 1.14. Reimbursement for Agreement Expense of County.** Developer agrees to reimburse County for reasonable and actual expenses over and above fees paid by Developer as an applicant for a pro-rata share of the cost of the preparation of the form of this Agreement, in addition to costs specifically incurred by the County for the preparation of this Agreement, including publishing fees and reasonable staff and consultant costs not otherwise included within application fees then due and payable to the County. Developer shall also pay any and all installments of property tax then due for the Subject Property. Developer agrees to reimburse the County within thirty (30) days after recordation of this Agreement.

**Section 1.15. Recordation of Agreement.** The Clerk of the Board shall cause a copy of this Agreement to be recorded with the County Recorder not later than ten (10) days after execution of this Agreement by the County and Developer.

**Section 1.16. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**Section 1.17. Invalidity of Agreement/Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which became effective after the Effective Date, the remaining provisions shall continue in full force and effect.

**Section 1.18. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner, challenging this Agreement, the Entitlements or any approval subsequently granted by the County for the development of the Subject Property, the parties and any Landowner agree to cooperate with each other in good faith. County may elect to tender the defense of any lawsuit filed by a third person or entity to Developer and/or Landowner(s) (to the extent the litigation, in part or in whole, seeks to overturn or invalidate this Agreement, the Entitlements or any subsequent approval granted for the Subject Property held by or granted to Developer and/or Landowner), and, in such event, Developer and/or such Landowner(s) shall indemnify, hold the County harmless from and defend the County from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. For purposes of this section only, "County" shall include all employees, consultants and agents acting on behalf of the County. Neither party shall settle any such lawsuit without the consent of the other party. The County may elect to participate in the litigation, in which case the Developer and/or Landowner agree to reimburse the County for its litigation costs and fees, including the retention of outside legal counsel and all staff costs. It is the intent of the parties that the County's participation not result in unnecessary duplication of legal services, but rather that the County's active involvement in the litigation be limited to supervising the preparation of the administrative record or discovery as applicable, monitoring of litigation, and responsive pleadings regarding issues which, in the sole opinion of the County, involve broader County concerns than those immediately affecting the Landowner and/or Developer. Upon written demand of the County, Developer and/or Landowner shall deposit with the County such sums as may be specified by the County as its estimated litigation costs and fees for the following thirty (30) day period. Both parties shall act in good faith, and shall not unreasonably withhold consent to settle. In the event that the County elects to settle a claim, and Developer refuses to also settle, County at its sole option, may require Developer to post security in a form and amount reasonably acceptable to the County, for the performance of Developer's duties under this section to indemnify, hold harmless, and defend. If the Developer, within thirty (30) days of receiving written notice from County, fails to post this security, the Developer shall settle the claim on terms as previously approved by the County. This provision shall survive the termination of this Agreement.

**Section 1.19. Priority of Enactment.** In the event of conflict between the Development Agreement, the Entitlements and the County Laws, the parties agree that the following sequence of approvals establishes the relative priority of approvals, each approval superior to the approvals listed thereafter: (1) the Development Agreement; (2) the Entitlements; and (3) the County Laws. In the event of a conflict between two or more of the foregoing documents, the language of that document which is superior in priority as provided above shall govern.

**Section 1.20. Surplus Land Act.** The sale of the Subject Property under this Agreement is exempt from the Surplus Land Act under Government Code Section 54234 due to Resolution 2024-014 of the Yuba County Board of Supervisors.

**Section 1.21 Conveyance AS-IS.** In accordance with and subject to all the terms, covenants and conditions of this Agreement, County agrees to convey the Subject Property to Developer subject to the terms of this Agreement and at no cost to the County, and Developer specifically agrees to accept the property in AS-IS condition without representation or warranty of any kind, and the County shall not be responsible for any hazardous materials or conditions on the property and subject to the covenants to develop the Subject Property for uses consistent with improving the Subject Property such that it results in the Completed Lots. Developer acknowledges that failure to improve the Subject Property to result in the Completed Lots prior to expiration of this Agreement will result in the Subject Property reverting to County ownership. In this event, Developer agrees to deed the property back to the County free and clear of all incumbrances at no cost to the County. Reversion of the Conveyance in this section shall not occur in the event that the Notice of Termination is effectuated prior to the expiration of this Agreement.

## ARTICLE 2

### PROJECT DEVELOPMENT

**Section 2.1. Vested Right.** During the Term of and subject to the terms of this Agreement, the Developer's rights shall be vested only as to the Entitlements. "Vested" shall mean that except as to express limitations and reservations contained in this Agreement, Developer has a fully vested right to develop the Subject Property in accordance with the terms and conditions of this Agreement and the Entitlements, and Developer's Entitlements shall not be subject to changes in Applicable Laws. To the extent that any changes in the Applicable Laws are in conflict with Developer's vested rights secured by this Agreement, the vested rights shall prevail. Notwithstanding the foregoing, Developer may elect, in its sole discretion, to comply with or receive the benefits of changes in Applicable Laws by providing notice to the County of said election. If the Developer seeks any additional entitlements, approvals, or permits in the implementation of the Project, the County's consideration of such subsequent entitlements, approvals, and permits shall be in accordance with Applicable Laws. Upon approval of such subsequent entitlements, approvals, or permits, such subsequent entitlements, approvals, or permits shall also be considered vested. This section shall not

be construed to limit the authority or obligation of the County to hold necessary public hearings, or to limit the discretion of the County or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements, which require the exercise of discretion by the County or any of its officers or officials in accordance with the Applicable Laws, or exercise those reserved powers as set forth in Section 2.9.

**Section 2.2. No Moratorium.** Except as otherwise provided by the terms and conditions of this Agreement or the Entitlements, no ordinance, resolution, rule, regulation or policy of County shall be applied, imposed or enacted by County, by resolution, ordinance, initiative or otherwise, which in any way relates to the rate, timing or sequencing of the development or use of the Property, or any improvements related thereto, including without limitation, any no-growth or slow-growth moratoriums or annual development allocations, quotas or limitations, or in any way conflicts with the permitted uses, density and intensity of uses, maximum building height and size set forth in the Entitlements; provided, however, Developer shall be subject to any such growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, County-wide basis and directly concerns a public health or safety issue, in which case County shall treat Developer in a uniform, equitable and proportionate manner with all properties which are zoned consistent with Developer's zoning set forth in the Entitlements.

**Section 2.3. Permitted Uses and Development Standards.** The permitted uses and development standards shall be those as set forth in and permitted by the Entitlements, including County zoning, Applicable Laws, subdivision and land development standards as of the Effective Date.

**Section 2.4. Application, Processing and Inspection Fees.** Application fees, processing fees, and inspection fees that are revised during the term of this Agreement shall apply to the development pursuant to this Agreement, provided that such revised fees apply generally to similar private projects or works within the County.

**Section 2.5. Impact Fees.** Developer shall be subject to the current development impact fees at the time that development occurs.

**Section 2.6. Life of Tentative Maps.** The life of any tentative map or parcel map approved as of the Effective Date is extended for the Term of this Agreement or the duration of such entitlement approval according to law, whichever occurs later, as provided in Government Code sections 66452.6(a) and 65863.9. In the event that this Agreement is terminated for any reason, any extension to a tentative subdivision map or parcel map provided by this Agreement shall automatically expire.

**Section 2.7. Reserved Powers.** Notwithstanding any other provision of this Agreement, and without limitation as to any other requirements or exceptions contained in this Agreement, the County retains the authority to take the following actions and apply the same to the Subject Property:

(a) The authority of the Board of Supervisors to adopt regulations to protect the County and its citizens from an immediate and significant adverse risk to health and safety. This shall include, but not be limited to, lack of sufficient sewer and/or water facilities, but not school facilities.

(b) Adopt new or amended building codes (as may be amended by the County), including, but not limited to, the Uniform Building Code, Uniform Fire Code, Uniform Mechanical Code, Uniform Plumbing Code, National Electrical Code, Uniform Housing Code, and Uniform Sign Code, that generally apply equally to all buildings, structures, and real property in the County.

(c) Adopt land use regulations, ordinances, policies, programs, resolutions or fees generally applicable to similar development projects adopted or undertaken by County in order to comply with state or federal laws, or regulations, provided that in the event that such state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

(d) Adopt County land use regulations, ordinances, policies, programs or resolutions after the Effective Date, which are in conflict with the Applicable Laws, but the application of which to the development of the Subject Property has been consented to in writing by the Developer and/or the applicable Landowner by later separate document, which consent Developer and/or Landowner may withhold in their sole and exclusive discretion.

(e) Reassume ownership of the Subject Property upon expiration of this Agreement at the end of the ten (10) year term at no cost to the County, provided that the Developer has failed to complete the work in this Agreement to finalize the Completed Lots, and that no extension of this Agreement has been approved by the County.

**Section 2.8 Property Tax.** Developer shall pay all installments of property tax applicable to the Subject Property, prior to such installments becoming delinquent, when due.

**Section 2.9 Subdivision Improvements.** Subdivision improvements on the Property shall be completed in accordance with the approved Conditions of Approval for LDIV-22-0014. The Public Works Department shall review and approve subdivision improvement plans, including the new park design, and determine compliance with the Conditions of Approval.

**Section 2.10 Discontinuation of Subject Property Use.** Developer shall discontinue current land use on the subject property within 120 days of grant deed execution at no cost to the County.

**Section 2.11 Transfer of Property.** County shall transfer the subject property within sixty (60) days after the Effective Date.

**Section 2.12 Deed Restriction on Resulting Lots.** Developer shall cause thirty (30)-year affordable housing deed restrictions to be recorded against all resulting lots prior to the sale of any individual lot. Each deed restriction shall limit occupancy to households with incomes at or below eighty percent (80%) of the Area Median Income (AMI).

**Section 2.13 Administrative Fees.** Developer shall pay an in-lieu fee of \$10,000 to the Yuba County Housing Department to cover the costs of administering the terms of this Agreement. This in-lieu fee also includes all costs and fees associated with such Annual Review as specified in Section 3.2 and payment of the in-lieu fee shall be made on or before sixty (60) days after the Effective Date.

**Section 2.14 Delegation of Authority to CDSA Director.** The Board of Supervisors hereby delegates authority to the CDSA Director to execute all minor modifications to this Agreement and to execute the grant deed for the subject property.

### ARTICLE 3

#### DEFAULT

**Section 3.1. General Provisions.** Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement to perform any term or provision of this Agreement, shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than sixty (60) days notice in writing specifying the nature of the alleged default and the manner in which said default may be cured. During any such sixty (60) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the sixty (60) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at his/her option, institute legal proceedings pursuant to this Agreement or give notice of his/her intent to terminate this Agreement pursuant to California Government Code section 65868 and any regulations of the County implementing said Government Code section. Following notice of intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review in the manner set forth in Government Code sections 65865, 65867, and 65868 and County regulations implementing said sections by the County within thirty (30) calendar days.

Following consideration of the evidence presented in said review before the County and an additional 30-day period to cure, either party alleging the default by the other party or Landowner may institute legal proceedings or may give written notice of termination of this Agreement to the other party; provided, however, a Landowner may only give such notice with respect to such portion of the Subject Property in which Landowner owns an interest.

**Section 3.2. Annual Review.** The County shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review by the Director, unless referred to the Planning Commission or the County Board of Supervisors shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. Each said review shall be completed within sixty (60) days of the first meeting of the Planning Commission and the County Board of Supervisors, respectively, at which such review is undertaken, unless said period is extended by mutual consent of the County and Developer. Failure to complete said review within the prescribed period shall be deemed a finding of good faith substantial compliance. Notice of such annual review shall include the statement that any review, the result of which the local agency finds and determines on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of the Development Agreement, may result in amendment or termination of this Agreement in accordance with Government Code section 65865.1. The County may charge, and Developer shall pay a fee for such annual review to defray the cost to the County to process and conduct such annual review.

The County shall deposit in the mail or email to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) days prior to such periodic review. Developer shall be entitled to appeal a determination of the Director to the Commission and then to the Board of Supervisors. Any appeal must be filed within ten (10) days of the decision of the Director, or the Commission, as the case may be. Developer or Landowner shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the Commission, Board of Supervisors, and/or Director, as the case may be.

**Section 3.3. Developer Default Limited to Property/Entity; Separate Obligations of Owners.** Except as specified herein in Section 3.1, no default hereunder in performance of a covenant or obligation with respect to a particular portion of the Subject Property shall constitute a default applicable to any other portion of the Subject Property, and any remedy arising by reason of such default shall be applicable solely to the portion of Subject Property where the default has occurred.

**Section 3.4. Cumulative Remedies of Parties/Waiver of Right to Damages.** In addition to any other rights or remedies, the County and Developer may institute legal or equitable proceedings to cure, correct or remedy any default, to specifically enforce

any covenant or agreement herein, to enjoin any threatened or attempted violation of the provisions of this Agreement.

## ARTICLE 4

### TERMINATION

**Section 4.1. Termination Upon Completion of Development.** This Agreement shall terminate upon the expiration of the Term as defined on the Reference Sheet or when the Subject Property has been fully developed and all of Developer's obligations in connection therewith are satisfied. Upon termination of this Agreement, the County shall record a notice of such termination in a manner substantially similar to the form attached hereto as **Exhibit C**. This Agreement shall automatically terminate and be of no further force or effect as to Completed Lots.

**Section 4.2. Effect of Termination on Developer Obligations.** Termination of this Agreement as to Developer of the Subject Property or any portion thereof shall not affect any of Developer's obligations to comply with the County General Plan and the terms and conditions of any applicable zoning, or subdivision map or other land use entitlements approved with respect to the Subject Property or any other development requirements specified in this Agreement to continue after the termination of this Agreement. Termination shall not affect any independent obligations to pay assessments, liens, or taxes.

**Section 4.3. Effect of Termination on County.** Upon any termination of this Agreement, as provided for under the terms and conditions of this Agreement, as to Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the Subject Property affected by such termination (provided vesting of entitlements, conditions or fees applicable to the Subject Property shall be governed by planning and zoning law) and the County shall no longer be limited, by this Agreement, to make any changes or modifications to such entitlements, conditions or fees applicable to such property. Furthermore, ownership of the Subject Property shall revert to the County, at no cost to the County.

## ARTICLE 5

### STANDARD TERMS AND CONDITIONS

**Section 5.1. Venue.** Venue for all legal proceedings shall be in the Superior Court for the County of Yuba.

**Section 5.2. Waiver.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party

available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**Section 5.3. Completeness of Instrument.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**Section 5.4. Supersedes Prior Agreements.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, representations or agreements, written or oral, between the parties hereto relating to the adoption of the Development Agreement.

**Section 5.5. Captions.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**Section 5.6. Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

**Section 5.7. Mandatory and Permissive.** “Shall” and “will” and “agrees” are mandatory. “May” is permissive.

**Section 5.8. Term Includes Extensions.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**Section 5.9. Successors and Assigns.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**Section 5.10. Modification.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification is in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**Section 5.11. Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**Section 5.12. Other Documents.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**Section 5.13. Partial Invalidity.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 5.14. Controlling Law.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**Section 5.15. Time Is of the Essence.** Time is of the essence in this Agreement and each covenant and term a condition herein.

**Section 5.16. Authority.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**Section 5.17. Document Preparation.** This Agreement will not be construed against the party preparing it, but will be construed as if prepared by all parties.

**Section 5.18. Advice of Legal Counsel.** Each party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel has freely entered into this Agreement.

**Section 5.19. Estoppel Certificate.** Within thirty (30) days following any written request which either party may make from time to time, and upon payment of a fee to the County to reimburse the County for its reasonable expenses associated herewith, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

(a) This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications; and

(b) There are not current uncured defaults under this Agreement or specifying the date, nature of any default and manner of cure.

This certificate may be executed by the Director.

**Section 5.20. Attorneys Fees and Costs.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**Section 5.21. Consent/Subordination.** Unless waived in writing by the County Counsel, Developer shall furnish proof satisfactory to the County, prior to approval of the Agreement that all persons possessing a legal interest in the property have consented to the recording of this Agreement. The County shall have no duty to subordinate its interest in this Agreement.

**Section 5.22. Calculation of Time Periods.** All calculation of time periods shall be based upon calendar days unless a different intent is clearly stated.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, this Agreement was executed by the parties thereto on the dates set forth in the Preamble.

**COUNTY:**  
**COUNTY OF YUBA,**  
a political subdivision of the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Clerk

**APPROVED AS TO FORM:**

By: Chase Steek

Name: Chase Steek

Title: County Counsel

**DEVELOPER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF EXHIBITS

- Exhibit A**    Legal Description of Subject Property
- Exhibit B**    Assumption Agreement
- Exhibit C**    Sample Notice of Termination

## EXHIBIT A

### SUBJECT PROPERTY

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

PORTION OF LOT 8, AS SHOWN UPON THE MAP ENTITLED, "SUBDIVISION OF TRACT 3 OF YUBA GARDENS," ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, IN BOOK 3 OF MAPS, AT PAGE 8, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 8; THENCE SOUTH 76° 15' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 8 A DISTANCE OF 534.9 FEET; THENCE NORTH 13° 45' WEST PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 8 A DISTANCE OF 238.2 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO EDWARD H. SNYDER, ET UX, RECORDED JANUARY 11, 1957 IN BOOK 234 OF OFFICIAL RECORDS, AT PAGE 462; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE SAID SNYDER PARCEL AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8 A DISTANCE OF 568.9 FEET TO THE NORTHEASTERLY CORNER OF THE ABOVE REFERRED TO SNYDER PARCEL, SAID POINT BEING ON THE EASTERLY LINE OF SAID LOT 8; THENCE SOUTHERLY ALONG THE SAID EASTERLY LINE A DISTANCE OF 238.6 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL TWO:

PORTION OF LOT 8, AS SHOWN UPON THE MAP ENTITLED, "SUBDIVISION OF TRACT 3 OF YUBA GARDENS," ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, IN BOOK 3 OF MAPS, PAGE 8, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 8; THENCE NORTH 78° 27' EAST ALONG THE NORTHWESTERLY SIDE OF SAID LOT 8, 973.4 FEET TO THE EASTERLY SIDE OF SAID LOT 8; THENCE SOUTH 0° 33' EAST ALONG THE EASTERLY SIDE OF SAID LOT 8, TO THE NORTHEASTERLY CORNER OF THE LAND CONVEYED TO ARCHIE B. MADDIN AND MARY MADDIN, BY DEED RECORDED NOVEMBER 17, 1934 IN VOLUME 27 OF OFFICIAL RECORDS, PAGE 181, YUBA COUNTY RECORDS; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY SIDE OF LAND CONVEYED TO SAID ARCHIE B. MADDIN AND MARY MADDIN, TO THE SOUTHWESTERLY SIDE OF SAID LOT 8; THENCE NORTH 11° 33' WEST

ALONG THE SOUTHWESTERLY SIDE OF SAID LOT 8, A DISTANCE OF 227 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 8, DISTANT SOUTH 11 ° 33' EAST A DISTANCE OF 227 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 8; THENCE NORTH 11 ° 33' WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8 A DISTANCE OF 87.5 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8 A DISTANCE OF 175 FEET; THENCE SOUTH 11° 33' WEST PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 8 A DISTANCE OF 87.5 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO ARCHIE B. MADDIN, ET UX, RECORDED NOVEMBER 17, 1934 IN BOOK 27 OF OFFICIAL RECORDS, AT PAGE 181; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE SAID MADDIN PARCEL AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8 A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

LOT 386, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF COUNTRY CLUB PARK," ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, IN BOOK 6 OF MAPS, AT PAGE 17.

PARCEL FOUR:

A PORTION OF LOT 7, AS SHOWN ON THE MAP ENTITLED, "SUBDIVISION OF TRACT NO. 3 OF YUBA GARDENS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF YUBA COUNTY, CALIFORNIA, IN BOOK 3 OF MAPS, PAGE 8, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 7, DISTANT THEREON 500 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 225.7 FEET; THENCE NORTH 78 DEGREES 27' EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 517.5 FEET TO THE EASTERLY LINE OF SAID LOT 7, THENCE SOUTH 0 DEGREES 33' EAST ALONG SAID EASTERLY LINE 229.9 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 7; THENCE SOUTH 78 DEGREES 27' WEST ALONG SAID SOUTHERLY LINE 473.4 FEET TO THE POINT OF BEGINNING

## EXHIBIT B

### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter "this Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ (hereinafter "Owner") and \_\_\_\_\_ (hereinafter "Assignee").

### RECITALS

A. On \_\_\_\_\_, 202\_\_, the County of Yuba and Owner entered into that certain agreement entitled "Development Agreement," approved by Ordinance \_\_\_\_\_ (hereinafter "Agreement"), relative to the development known as the \_\_\_\_\_ (hereinafter "Subject Property").

B. Owner entered into a purchase and sale agreement whereby a portion of the Subject Property will be sold to Assignee, which portion of the Subject Property is identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

C. Owner desires to assign all of its interests, rights and obligations under the Agreement with respect to the Assigned Parcel(s).

D. Assignee desires to assume all Owner's rights and obligations under the Agreement with respect to the Assigned Parcel(s).

NOW, THEREFORE, Owner and Assignee hereby agree as follows:

1. Owner hereby assigns effective as of Owner's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, interest, burdens and obligations of Owner under the Agreement with respect to the Assigned Parcel(s). Owner retains all the rights, interest, burdens and obligations under the Agreement with respect to all other property within the Subject Property owned thereby.

2. Assignee hereby assumes all of the burdens and obligations of Owner under the Agreement, and agrees to observe and fully perform all of the duties and obligations of Owner under the Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both Owner and Assignee that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Owner as the "Developer" under the Agreement with respect to the Assigned Parcel(s).

3. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ASSIGNOR / OWNER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**NOTICE OF TERMINATION**

THIS NOTICE OF TERMINATION (hereinafter "this Notice") is given this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by the County of Yuba (hereinafter "County") for the benefit of \_\_\_\_\_, (hereinafter "Owner").

1. On \_\_\_\_\_, 202\_\_, the County of Yuba and \_\_\_\_\_ entered into that certain agreement entitled "Development Agreement," approved by Ordinance \_\_\_\_\_ (hereinafter "Agreement"), relative to the development known as the \_\_\_\_\_ (hereinafter "Subject Property").

2. Owner has fully performed all its duties with respect to that portion of the Subject Property, which portion of the Subject Property is identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "Released Property").

3. Pursuant to Section 4.1 of the Development Agreement, the Development Agreement is no longer in effect with respect to the Released Property.

**COUNTY OF YUBA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NOTE: SIGNATURE MUST BE NOTARIZED]

